

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

WESCOTT AGRI-PRODUCTS, INC.,)	
)	
Plaintiff,)	CIVIL ACTION
)	
v.)	Case No. 10-2344 PAM
)	
GECKLER COMPANIES, INC., RICHARD)	
J. GECKLER, individually, VICCI L.)	
GECKLER, individually, and STERLING)	
STATE BANK, INC.,)	
)	
Defendants.)	

**CONSENT JUDGMENT AS TO CORPORATE DEFENDANT,
GECKLER COMPANIES, INC. AND INDIVIDUAL DEFENDANTS,
RICHARD J. GECKLER AND VICCI L. GECKLER**

Upon the joint request of plaintiff, Wescott Agri-Products, Inc. (the "Plaintiff"), and defendants, GECKLER COMPANIES, INC. (the "Company"), RICHARD J. GECKLER, individually ("Mr. Geckler") and VICCI L. GECKLER, individually ("Mrs. Geckler") (Company, Mr. Geckler and Mrs. Geckler are hereinafter collectively called the "Geckler Defendants"), for the entry of a final judgment by consent between the parties as follows:

- A) The Geckler Defendants have indicated their individual and collective consent to the entry of this Judgment and, through such consent, have waived personal service and any objection to the Court's exercise of both personal and subject matter jurisdiction in this matter over them to allow for the entry of this Judgment.
- B) The Court, having been so advised, hereby finds the Geckler Defendants, jointly and severally, are indebted to the Plaintiff, for a breach of the trust imposed upon their assets under § 499e(c) the Perishable Agricultural Commodities Act, 1930, 7 U.S.C. §§ 499a-499t, as amended (2007 & Supp. 2010) (the "PACA"), in the agreed amount

of \$102,931.09 plus post-judgment interest at the contract rate of one-and-one-half percent (1.5%) per month and all fees and costs of collection, until the entire judgment is paid in full.

Accordingly, **IT IS HEREBY ORDERED:**

1. On Count I of the Complaint, Final Judgment is hereby granted and entered in favor of Plaintiff and against the Geckler Defendants, on a joint and several basis, in the amount of \$102,931.09, including costs, attorney's fees and pre-judgment interest at the contract rate agreed between the parties of one-and-one-half percent (1.5%) per month, until the entire judgment is paid in full (hereinafter the "Outstanding Indebtedness"), less any sums recovered under any other Counts of the Complaint.

2. On Count II of the Complaint, Final Judgment is hereby granted and entered in favor of Plaintiff and against the Geckler Defendants, on a joint and several basis, in the full amount of the Outstanding Indebtedness, less any sums recovered under any other Counts of the Complaint.

3. On Count III of the Complaint, Final Judgment is hereby granted and entered in favor of Plaintiff and against the Company, in the full amount of the Outstanding Indebtedness, less any sums recovered under any other Counts of the Complaint.

4. On Count IV of the Complaint, Final Judgment is hereby granted and entered in favor of Plaintiff and against the Principals, on a joint and several basis, among themselves and with the Company on Counts I and II, in the full amount of all indebtedness secured by Plaintiff's PACA trust rights, less any sums recovered under any other Counts of the Complaint.

5. Nothing in this Judgment shall be construed as limiting the Plaintiff to recovery from any particular Defendant before any other. While the Plaintiff is restricted to a single recovery, that

recovery may be had from any of the Geckler Defendants, in any order of payment, up to and including the full amount of the Outstanding Indebtedness.

6. The amount of this Judgment, with a corresponding credit given for all sums Plaintiff actually receives in satisfaction hereof, is hereby expressly founded upon the Geckler Defendants' breach of their fiduciary duties and, as such, is hereby excepted and excluded from any discharge of personal liability which either of them may seek in any proceedings under Title 11, United States Code pursuant to 11 U.S.C. § 523(a)(4).

7. All parties acknowledge and agree to the terms of this Consent Judgment and intend to be legally bound thereby as evidenced by their signatures below.

DONE AND SO ORDERED

DATE: This 22nd day of April, 2011.

s/Paul A. Magnuson
Paul A. Magnuson
United States District Court Judge

Consent to Entry of Judgments:

WESCOTT AGRI-PRODUCTS, INC.

GECKLER COMPANIES, INC.

By: s/ Michael J. Keaton, Esq.
One of its Attorneys

By: s/ Richard J. Geckler, Sr.
Richard J. Geckler, Sr.
Its President

Daniel R. Kelly, Esq.
Ryan A. Olson, Esq.
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RICHARD J. GECKLER, SR., individually

Michael J. Keaton, Esq.
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Palatine, Illinois 60067
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By: s/ Richard J. Geckler, Sr.
Richard J. Geckler, Sr., personally

VICCI L. GECKLER

By: s/ Vicci L. Geckler
- Vicci L. Geckler, personally